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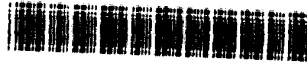
08-27-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner of Patents

See original documents or copy thereof.

1. Name of conveying party(ies):

8/24/98

Private Business, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 7, 1998

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as agent

Internal Address:

Street Address: One Federal Street

City: Boston State: MA ZIP: 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a company representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

8/17/98

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box 513

REEL: 1774 FRAME: 0243

08/26/1998 JMK/TKS 0060003 206546

Continuation Item #1

2. Private Business Capital, Inc.
3. Private Business Insurance, Inc.
4. Private Business Processing, Inc.

All Tennessee Corporations

Continuation
Item 4

SCHEDULE II

TRADEMARK REGISTRATIONS AND APPLICATIONS

PBI has registered and owns the rights to the following marks:

CASH FLOW MAXIMIZER - Registration # 2029166 - for computer software and for use by financial institutions for handling accounts receivables.

CASH FLOW MAXIMIZER - Registration # 2029167 - for financial consulting services, namely assisting financial institutions in the implementation of accounts receivable financing.

BUSINESS MANAGER - Registration # 1808873 - for computer software and for use by financial institutions for handling accounts receivables, and for financial consulting services; namely to assist financial institutions in the implementation of accounts receivable financing.

FLEX-O-PAY - Registration # 1102324 - for banking services, the purchase of accounts receivable from participating stores and collecting from customers through banks.

BUSINESS DIRECT - Registration # 2077339 - for business services, assisting businesses with accounts receivable management; promoting the travel and lodging services of others through the distribution of discount cards; and providing to businesses and their employees information about products.

BUSINESS DIRECT - Registration # 2065467 - for assisting small businesses to access their bank accounts and other bank information by computer.

[Note: "National Association of Private Businesses," "Bank Director" and "Acquire or Be Acquired" are not marks owned by the Loan Parties.]

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

August 7, 1998

from

PRIVATE BUSINESS, INC.,

PRIVATE BUSINESS CAPITAL, INC.,

PRIVATE BUSINESS INSURANCE, INC.

and

PRIVATE BUSINESS PROCESSING, INC.

as Grantors,

to

FLEET NATIONAL BANK,

as Administrative Agent

110982.5

TRADEMARK
REEL: 1774 FRAME: 0246

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SCHEDULES

- Schedule I - Patents and Patent Applications
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- Schedule 4(i) - Claims

EXHIBITS

- Exhibit A - Form of Intellectual Property Security Agreement Supplement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

7, 1998 made by PRIVATE BUSINESS, INC., a Tennessee corporation, with an office at the address set forth on the signature page hereto (the "Borrower"), PRIVATE BUSINESS CAPITAL, INC., a Tennessee corporation, with an office at the address set forth on the signature page hereto ("PB Capital"), PRIVATE BUSINESS INSURANCE, INC., a Tennessee corporation, with an office at the address set forth on the signature page hereto ("PB Insurance"), and PRIVATE BUSINESS PROCESSING, INC., a Tennessee corporation, with an office at the address set forth on the signature page hereto ("PB Medical"), the Additional Grantors (as defined in Section 13(c)) (the Additional Grantors, together with the Borrower, PB Capital, PB Insurance and PB Medical, the "Grantors") to FLEET NATIONAL BANK as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENTS:

(1) The Borrower has entered into a Credit Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the banks, financial institutions and other institutional lenders party thereto (the "Lenders"), Fleet National Bank, as the Swing Line Bank, as the Issuing Bank and as the Administrative Agent and BankBoston N.A., as Documentation Agent.

(2) It is a condition precedent to the making of Advances by the Lenders, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the Hedge Banks entering into the Bank Hedge Agreements with the Borrower from time to time that the Grantors shall have granted the security interest and made the pledge and grant of the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Advances under the Credit Agreement, the Issuing Bank to issue Letters of Credit under the Credit Agreement, and the Hedge Banks to enter into Bank Hedge Agreements with the Borrower from time to time, each of the Grantors hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby grants and pledges to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses"); and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by such Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

SECTION 2. Security for Obligations. This Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Grantors jointly and severally represent and warrant as follows:

(a) Each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents (including, without limitation, any Liens disclosed on Schedule 5.02(a)(iii) to the Credit Agreement). No effective financing statement or other instrument similar in effect covering all of any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Administrative Agent relating to this Agreement or one of the other Loan Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all registered trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which each Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto, except where the failure to make such filings or recordations is not reasonably likely to have a Material Adverse Effect.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. No Grantor is aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. Except as set forth on Schedule 4(d), no Grantor has granted any license (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark and copyright contained in Schedule I, II or III.

(f) This Agreement creates in favor of the Administrative Agent, on behalf of itself and the Lender Parties, a valid and perfected first and only priority security interest in the Intellectual Property Collateral of each Grantor, securing the payment of the Secured Obligations.

(g) Except as set forth on Schedule 4(g), no consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by any Grantor of the security interest granted hereby, for the pledge by any Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by

each Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest, subject only to Liens expressly permitted under the Credit Agreement), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Administrative Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) Except as set forth on Schedule 4(i), no claim has been made and is continuing or, to its knowledge, is threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by any Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of each Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) Each Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all reasonably necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 5. Further Assurances. (a) Each of the Grantors jointly and severally agrees that from time to time, at the expense of the Borrower, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent believes may be reasonably necessary or reasonably desirable, or that the Administrative Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Administrative Agent, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Administrative Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering

the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral. Each Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, on a semi-annual basis (starting, for this year, on December 31, 1998, and thereafter on June 30 and December 31 of each succeeding year), setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or license that such Grantor has filed, acquired or otherwise obtained in the preceding six month reporting period. Such Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto, each Grantor agrees to take all reasonably necessary or desirable steps, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each material patent, trademark or service mark registration, and copyright registration, and (ii) pursue each material patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark

registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral, unless the relevant Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of such Grantor's business, or where such discontinuation or abandonment is not reasonably likely to have a Material Adverse Effect, and then in either case, such Grantor shall give written notice of any such abandonment or discontinuance to the Administrative Agent pursuant to the semi-annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any material adverse determination in connection with such Intellectual Property Collateral.

(g) In the event that a Grantor makes a determination in its reasonable business judgment that any material item of the Intellectual Property Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and will take such actions as such Grantor or the Administrative Agent deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(h) Each Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) Each Grantor shall take all steps which it or the Administrative Agent deems reasonably appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens. Each of the Grantors agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e)) or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual

Property Collateral except for the pledge and security interest created by this Agreement and Permitted Liens.

SECTION 7. Administrative Agent Appointed Attorney-in-Fact. Each of the Grantors hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, the Administrative Agent may itself, upon fifteen (15) days' notice to such Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by such Grantor.

SECTION 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require any and all of the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and such Grantor will supply to the Administrative Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by the Administrative Agent, for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations in such order as the Credit Agreement may require and otherwise as the Administrative Agent may elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall

be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of any of the Grantors in respect of the Intellectual Property Collateral.

(d) All payments received by any Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses. (a) Each of the Grantors hereby jointly or severally agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's gross negligence or willful misconduct.

(b) The Borrower will, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Lender Parties hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against any or all Grantors to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Administrative Agent and the pledge and security interest created hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or any Guarantor or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Borrower, any Guarantor or any of their Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower or any Guarantor or any of their Subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

SECTION 13. Amendments; Waivers; Supplements; Etc. (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent (and in the case of an amendment, each Grantor), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any other Loan Document to a "Grantor" or a "Loan Party" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Administrative Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and mailed, telegraphed, telecopied, telexed or delivered, if to any Grantor, addressed to it at the address set forth below its name on the signature pages hereof; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such

Additional Grantor; if to the Administrative Agent, addressed to it at its address set forth in Section 8.02 of the Credit Agreement; or, as to each other party, at such other address as shall be designated by such party in a written notice to the Grantors and the Administrative Agent. All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 8.07 of the Credit Agreement.

SECTION 16. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Documents, the Administrative Agent will, at the Grantors' expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Administrative Agent, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.06 of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing and (v) the Administrative Agent shall have approved such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, the pledge and security interest granted by each of the Grantors hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the appropriate Grantor. Upon any such termination, the Administrative Agent will, upon receipt of a written request and at the Grantors' expense, execute and deliver to the appropriate Grantor such documents as such Grantor shall reasonably request to evidence such termination.


SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

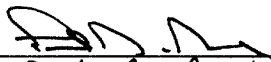
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

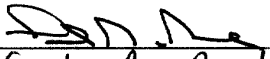
PRIVATE BUSINESS, INC.

By: 
Name: Fred P. Read
Title: CFO + Vice President
Address: 9010 Overlook Blvd.
Brentwood, Tennessee 37027

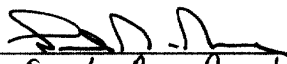
PRIVATE BUSINESS CAPITAL, INC.,

By: 
Name: Fred P. Read
Title: CFO + Vice President
Address: 9010 Overlook Blvd.
Brentwood, Tennessee 37027

PRIVATE BUSINESS INSURANCE, INC.

By: 
Name: Fred P. Read
Title: CFO + Vice President
Address: 9010 Overlook Blvd.
Brentwood, Tennessee 37027

PRIVATE BUSINESS PROCESSING, INC.

By: 
Name: Fred P. Read
Title: CFO + Vice President
Address: 9010 Overlook Blvd.
Brentwood, Tennessee 37027

ACCEPTED:

FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

PRIVATE BUSINESS, INC.

By: _____
Name: _____
Title: _____
Address: _____

PRIVATE BUSINESS CAPITAL, INC.,

By: _____
Name: _____
Title: _____
Address: _____

PRIVATE BUSINESS INSURANCE, INC.

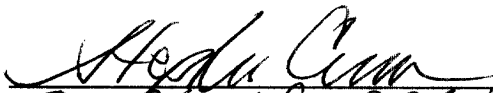
By: _____
Name: _____
Title: _____
Address: _____

PRIVATE BUSINESS PROCESSING, INC.

By: _____
Name: _____
Title: _____
Address: _____

ACCEPTED:

FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT

By: 
Name: STEPHEN CURRAN
Title: AVP

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF SUFFOLK)

On the 7th day of August 1998, before me personally came Fred P. Read to me known, who, before me duly sworn, did depose and say that he is Chief Financial Officer and Vice President of Private Business Processing, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Margaret A. Deiner
Notary Public
My commission expires: 7/22/99

[Notarial Seal]

TRADEMARK
REEL: 1774 FRAME: 0267

SCHEDULE I
PATENT AND PATENT APPLICATIONS

None

193511-2

TRADEMARK
REEL: 1774 FRAME: 0268

SCHEDULE II

TRADEMARK REGISTRATIONS AND APPLICATIONS

PBI has registered and owns the rights to the following marks:

CASH FLOW MAXIMIZER - Registration # 2029166 - for computer software and for use by financial institutions for handling accounts receivables.

CASH FLOW MAXIMIZER - Registration # 2029167 - for financial consulting services, namely assisting financial institutions in the implementation of accounts receivable financing.

BUSINESS MANAGER - Registration # 1808873 - for computer software and for use by financial institutions for handling accounts receivables, and for financial consulting services; namely to assist financial institutions in the implementation of accounts receivable financing.

FLEX-O-PAY - Registration # 1102324 - for banking services, the purchase of accounts receivable from participating stores and collecting from customers through banks.

BUSINESS DIRECT - Registration # 2077339 - for business services, assisting businesses with accounts receivable management; promoting the travel and lodging services of others through the distribution of discount cards; and providing to businesses and their employees information about products.

BUSINESS DIRECT - Registration # 2065467 - for assisting small businesses to access their bank accounts and other bank information by computer.

[Note: "National Association of Private Businesses," "Bank Director" and "Acquire or Be Acquired" are not marks owned by the Loan Parties.]

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SCHEDULE III
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None

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TRADEMARK
REEL: 1774 FRAME: 0270

SCHEDULE IV

LICENSES

PBI as Licensor:

Standard PBI end user License Agreements for the Business Manager software between PBI and its client banks and financial institutions listed on Attachment 1 hereto.

PBI as Licensee:

Software License Agreement for OverQuota between MFJ International and PBI dated July 1, 1998.

Various software license agreements with the licensors shown on Attachment 2 hereto.

List of Banks Active on Business Manager

Page 1 of 28

Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---------------------------------------|----------------|-------|---------------|
| Spencer State Bank | Spencer | WI | 3/31/98 |
| Resource Bank, National Association | Dallas | TX | 3/27/98 |
| BankWest of Nevada | Las Vegas | NV | 3/19/98 |
| Shelby County State Bank | Shelbyville | IL | 3/16/98 |
| Nazareth National Bank & Trust Co. | Nazareth | PA | 2/19/98 |
| UnionBank | Streator | IL | 1/28/98 |
| First National Bank | Pontotoc | M | 1/21/98 |
| AMCORE Consumer Finance Company | Rockford | IL | 1/20/98 |
| Farmers Trust and Savings Bank | Spencer | IA | 1/19/98 |
| Equitable Bank | Ft Lauderdale | FL | 12/31/97 |
| F&M Bank-Lakeland | Woodruff | WI | 12/30/97 |
| F&M Bank-Portage County | Stevens Point | WI | 12/30/97 |
| Auburn State Bank | Auburn | NE | 12/23/97 |
| The First National Bank of Homestead | Homestead | FL | 12/17/97 |
| First National Bank of Fredericksburg | Fredericksburg | PA | 12/17/97 |
| First National Bank | Minot | ND | 12/15/97 |
| Ossian State Bank | Ossian | IN | 12/15/97 |
| Macon Bank | Franklin | NC | 12/15/97 |
| Preston National Bank | Dallas | TX | 12/9/97 |
| Commonwealth Bank | Richmond | VA | 12/4/97 |
| First National Bank | Platteville | WI | 12/4/97 |
| The First Bank of Stuart | Stuart | VA | 11/26/97 |
| The First Capital Bank | Louisville | KY | 11/25/97 |
| Citrus Bank | Kissimmee | FL | 11/20/97 |
| Hamlin National Bank | Hamlin | TX | 11/13/97 |
| AmSouth Bank of Alabama | Birmingham | AL | 11/12/97 |
| Phenix-Girard Bank | Phenix City | AL | 11/6/97 |
| American Bank | Eau Claire | WI | 10/30/97 |
| Greenbrier Valley National Bank | Lewisburg | W | 10/30/97 |
| Heritage Bank | Louisville | C | 10/28/97 |
| The Citizens Bank | Hickman | KY | 10/27/97 |
| First National Bank of Cortland | Cortland | NY | 10/23/97 |
| Spiro State Bank | Spiro | OK | 10/22/97 |
| Palm Beach National Bank | Palm Beach | FL | 10/22/97 |
| Rolling Hills Bank & Trust | Atlantic | IA | 10/22/97 |
| Community Savings Bank | Edgewood | IA | 10/21/97 |
| First National Bank of Steeleville | Steeleville | IL | 10/17/97 |
| Firststate Bank of Colorado | Northglen | C | 10/16/97 |

List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|----------------|-------|---------------|
| Big Lake Bank, N. A. | Del Rio | TX | 10/14/97 |
| Irwin Union Bank and Trust Company | Columbus | IN | 10/8/97 |
| First National Bank | Cloverdale | IN | 10/7/97 |
| Plumas Bank | Quincy | CA | 10/2/97 |
| Peoples Bank of California | Los Angeles | CA | 9/30/97 |
| National Bank of Commerce | Kingfisher | OK | 9/26/97 |
| National Bank of Commerce | Oklahoma City | OK | 9/26/97 |
| Gibbsland Bank & Trust Company | Arcadia | LA | 9/24/97 |
| The City National Bank & Trust Company | Guyton | OK | 9/23/97 |
| First Charter National Bank | Concord | NC | 9/18/97 |
| The First National Bank of Farmington | Farmington | N | 9/18/97 |
| Provident Bank | Saint Joseph | M | 9/18/97 |
| Armstrong Bancshares | Muskogee | OK | 9/17/97 |
| Farmers First Bank | Lititz | PA | 9/11/97 |
| The First National Bank of Pryor Creek | Pryor | OK | 9/11/97 |
| Pioneer Bank | Sergeant Bluff | IA | 9/9/97 |
| First State Bank | Albuquerque | N | 9/7/97 |
| City National Bank | Lawton | OK | 9/5/97 |
| Marshall National Bank & Trust Company | Marshall | VA | 9/3/97 |
| Juniper Banking Company | Bend | O | 9/3/97 |
| Community Bank | Katy | TX | 8/27/97 |
| Peoples State Bank of Groveland | Groveland | FL | 8/26/97 |
| Goodhue County National Bank | Red Wing | M | 8/22/97 |
| National Bank of Commerce | Lincoln | NE | 8/18/97 |
| Yellow Medicine County Bank | Granite Falls | M | 8/15/97 |
| The National Bank of Sussex County | Branchville | NJ | 8/8/97 |
| TransAmerica | Brentwood | TN | 8/1/97 |
| First National Bank of Kansas | Overland Park | KS | 7/30/97 |
| Union Bank of Florida | Lauderhill | FL | 7/30/97 |
| First Bank of Clewiston | Clewiston | FL | 7/25/97 |
| Tyson's National Bank | McLean | VA | 7/22/97 |
| First American National Bank of Pennsylvania | Everett | PA | 7/22/97 |
| McFarland State Bank | McFarland | WI | 7/22/97 |
| Bank of York | York | SC | 7/22/97 |
| Texas National Bank | Sweetwater | TX | 7/21/97 |
| Osgood State Bank | Osgood | O | 7/21/97 |
| American Heritage National Bank | Saint Cloud | M | 7/21/97 |
| FirstBank | Texarkana | TX | 7/10/97 |

TRADEMARK
REEL: 1774 FRAME: 0273

List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---|----------------------|-------|---------------|
| American Independent Bank | Burbank | CA | 7/9/97 |
| Citizens National Bank of Hope | Hope | AR | 7/7/97 |
| The Empire National Bank of Traverse City | Traverse City | MI | 7/3/97 |
| Greater Rome Bank | Rome | GA | 6/30/97 |
| Citizens Bank & Trust Co. | Tunica | MS | 6/26/97 |
| Southern Credit Services | Winston Salem | NC | 6/26/97 |
| Community Bank of Arizona | Wickenburg | AZ | 6/25/97 |
| Pend Oreille Bank | Ponderay | ID | 6/20/97 |
| Midland American Bank | Midland | TX | 6/19/97 |
| Citizens Bank & Trust Co. | Baton Rouge | LA | 6/13/97 |
| First National Bank | Rotan | TX | 6/13/97 |
| F & M Bank-Peoples | Warrenton | VA | 6/12/97 |
| BankDallas, SSB | Dallas | TX | 6/5/97 |
| United States National Bank | Johnstown | PA | 5/30/97 |
| Coffee County Bank | Douglas | GA | 5/30/97 |
| First American Bank, N.A. | Woodward | OK | 5/29/97 |
| Liberty Bank | North Richland Hills | TX | 5/28/97 |
| First Farmers Bank and Trust | Converse | IN | 5/27/97 |
| Texas First Bank | Kemah | TX | 5/27/97 |
| Dacotah Bank | Lemmon | SD | 5/23/97 |
| Dacotah Bank | Watertown | SD | 5/23/97 |
| Dacotah Bank | Clark | SD | 5/23/97 |
| Dacotah Bank | Faulkton | SD | 5/23/97 |
| Dacotah Bank | Sisseton | SD | 5/23/97 |
| Dacotah Bank | Webster | SD | 5/23/97 |
| Dacotah Bank | Mobridge | SD | 5/23/97 |
| Dacotah Bank | Aberdeen | SD | 5/23/97 |
| Dacotah Bank | Sioux Falls | SD | 5/23/97 |
| First Commercial Bank | Huntsville | AL | 5/22/97 |
| First National Bank in Green Forest | Harrison | AR | 5/21/97 |
| Bank of Pullman | Pullman | WY | 5/19/97 |
| Vanguard Bank & Trust Company | Valparaiso | FL | 5/19/97 |
| Las Vegas Business Bank | Las Vegas | NV | 5/16/97 |
| The Palmetto Bank | Laurens | SC | 5/16/97 |
| The State Bank | Fenton | MI | 5/16/97 |
| Founders Bank of Arizona | Scottsdale | AZ | 5/14/97 |
| Farmers & Merchants Savings Bank | Cedar Rapids | IA | 5/14/97 |
| Main Street Bank | Covington | GA | 5/1/97 |

TRADEMARK
REEL: 1774 FRAME: 0274

List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|-----------------------------------|-------------------|-------|---------------|
| City National Bank of Fort Smith | Fort Smith | AR | 4/30/97 |
| Lawrence Savings Bank | Lawrence | M | 4/29/97 |
| Wilber National Bank | Oneonta | NY | 4/28/97 |
| Community Bank | Waynesburg | PA | 4/28/97 |
| Citizens Federal Bank | Dayton | O | 4/23/97 |
| Catawba Valley Bank | Hickory | NC | 4/23/97 |
| First State Bank | New London | WI | 4/22/97 |
| Beverly National Bank | Matteson | IL | 4/21/97 |
| First Western Bank, NA | Atkinson | NE | 4/21/97 |
| Commercial Bank | Alma | MI | 4/9/97 |
| Canyon Creek National Bank | Richardson | TX | 4/9/97 |
| Colorado East Bank & Trust | Lamar | C | 4/8/97 |
| Three Rivers Bank | Monroeville | PA | 4/4/97 |
| Merchants Bank | Jackson | AL | 4/2/97 |
| Farmers & Merchants National Bank | West Point | NE | 3/31/97 |
| Dakota County State Bank | South Sioux City | NE | 3/31/97 |
| Comhusker Bank | Lincoln | NE | 3/27/97 |
| Advantage Bank | Kenosha | WI | 3/27/97 |
| Valley Bank Minnesota | Jordan | M | 3/27/97 |
| American State Bank | Osceola | IA | 3/27/97 |
| Bank of Bennington | Bennington | NE | 3/25/97 |
| Southview Bank | South St. Paul | M | 3/20/97 |
| Farmers State Bank | Marion | IA | 3/20/97 |
| State Bank of Chanhassen | Chanhassen | M | 3/17/97 |
| First National Bank | San Diego | CA | 3/14/97 |
| Park National Bank | Minneapolis | M | 3/12/97 |
| Citizens Union Bank | Shelbyville | KY | 3/7/97 |
| Alliance Banking Company | New Buffalo | MI | 3/6/97 |
| Triangle Bank | Durham | NC | 3/6/97 |
| Domestic Bank | Cranston | RI | 2/28/97 |
| National Bank of Arkansas | North Little Rock | AR | 2/27/97 |
| Citizens Bank | Marion | AR | 2/27/97 |
| Bank of Stockdale | Bakersfield | CA | 2/26/97 |
| BankPlus | Canton | M | 2/25/97 |
| Princeton Bank | Saint Paul | M | 2/25/97 |
| SouthTrust Bank of S.E. Florida | Lake Worth | FL | 2/21/97 |
| Union Planters Bank , N.A. | Jonesboro | AR | 2/7/97 |
| Bright National Bank | Lafayette | IN | 2/5/97 |

TRADEMARK
REEL: 1774 FRAME: 0275

List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---|----------------|-------|---------------|
| Private Business Capital, LLC | Brentwood | TN | 2/1/97 |
| Peoples Bank of Louisiana | Amite | LA | 1/31/97 |
| State Bank of Lizton | Lizton | IN | 1/31/97 |
| First National Bank & Trust Co of Ardmore | Ardmore | OK | 1/31/97 |
| Farmers and Mechanics Bank | Galesburg | IL | 1/30/97 |
| City Commerce Bank | Santa Barbara | CA | 1/22/97 |
| Eagle Bank and Trust | Statesboro | GA | 1/21/97 |
| Mercantile Bank | Cape Girardeau | M | 1/20/97 |
| Citizens National Bank of Norwalk | Norwalk | O | 1/17/97 |
| Community Bank of Grafton | Grafton | WI | 1/17/97 |
| Citizens Bank & Savings Company | Russellville | AL | 1/13/97 |
| First Farmers & Merchants Natl Bank | Columbia | TN | 1/9/97 |
| First Gaston Bank | Gastonia | NC | 1/7/97 |
| Springfield Institution for Savings | Springfield | M | 12/31/96 |
| Citizens Bank | Batesville | AR | 12/31/96 |
| Trustmark National Bank | Brandon | M | 12/30/96 |
| Maritime Bank & Trust Company | Essex | CT | 12/30/96 |
| Mercantile Bank of Western Iowa | Pella | IA | 12/30/96 |
| The Oneida Valley National Bank of Oneida | Oneida | NY | 12/27/96 |
| Valley Bank | North Mankato | M | 12/24/96 |
| Northeast Bank, F.S.B. | Lewiston | M | 12/23/96 |
| Invin Bank & Trust Company | Invin | PA | 12/23/96 |
| Security State Bank of Wykoff | Wykoff | M | 12/23/96 |
| United Bank | Atmore | AL | 12/17/96 |
| The First National Bank of Anchorage | Anchorage | AK | 12/16/96 |
| Milwaukee Western Bank | Milwaukee | WI | 12/13/96 |
| Greer State Bank | Greer | SC | 12/12/96 |
| Merchants & Planters Bank, N.A. | Camden | AR | 12/12/96 |
| Signal Bank, Inc. | Eagan | M | 12/12/96 |
| First National Bank | Siloam Springs | AR | 12/11/96 |
| Enterprise National Bank | Memphis | TN | 12/2/96 |
| State Bank | La Grange | TX | 12/2/96 |
| First National Bank | Sidney | NE | 11/27/96 |
| Peoples Bank | Mendenhall | M | 11/26/96 |
| Decatur Bank and Trust Company | Decatur | IN | 11/20/96 |
| Citizens National Bank | Valley | AL | 11/19/96 |
| The National Bank of Carmi | Carmi | IL | 11/19/96 |
| Farmers & Merchants Bank | Lonoke | AR | 11/18/96 |

TRADEMARK
REEL: 1774 FRAME: 0276

List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---|----------------|-------|---------------|
| Capital Bank & Trust Company | Albany | NY | 11/15/96 |
| Northeast State Bank | Minneapolis | MN | 11/13/96 |
| Bank 21 | Carrollton | MD | 11/11/96 |
| United Nebraska Bank | Holdrege | NE | 11/7/96 |
| Central Illinois Bank | Decatur | IL | 11/6/96 |
| Central Illinois Bank | Morton | IL | 11/6/96 |
| F & M Bank-Northeast | Pulaski | WI | 11/5/96 |
| Huntington National Bank | Holland | MI | 10/31/96 |
| The First National Bank of Berryville | Berryville | AR | 10/31/96 |
| Flanagan State Bank | Flanagan | IL | 10/30/96 |
| American Trust Bank | Cumberland | MN | 10/25/96 |
| Northern Central Bank | Williamsport | PA | 10/25/96 |
| Pennsylvania National Bank | Hamburg | PA | 10/25/96 |
| The Huntington National Bank | Noblesville | IN | 10/23/96 |
| Lexington State Bank | Lexington | NC | 10/22/96 |
| Bank of Ohio County | Dundee | KY | 10/16/96 |
| Bank of Weston | Weston | MN | 10/15/96 |
| Rocky Mountain Bank | Stevensville | MT | 10/15/96 |
| South Pointe Bank | Marion | IL | 10/9/96 |
| Community First National Bank | Alliance | NE | 10/7/96 |
| Covington County Bank | Andalusia | AL | 10/3/96 |
| Keystone Bank | Horsham | PA | 9/30/96 |
| Valley of the Rogue Bank | Medford | OR | 9/26/96 |
| First National Bank | Clinton | KY | 9/25/96 |
| Commerce Bank | Albertville | AL | 9/23/96 |
| First National Bank of Eastern Arkansas | Forrest City | AR | 9/19/96 |
| Southland Bank | Dothan | AL | 9/19/96 |
| Farmers & Merchants Bank | Piedmont | AL | 9/17/96 |
| The Bank of Delmar, NA | Seaford | DE | 9/16/96 |
| The Twentieth Street Bank | Huntington | WV | 9/16/96 |
| First Southwest Bank | Jennings | LA | 9/2/96 |
| BankWest, Inc | Pierre | SD | 9/2/96 |
| First State Bank | Warner | SD | 8/30/96 |
| Colonial Bank of South Florida | Miami Beach | FL | 8/29/96 |
| Deposit Guaranty | Gonzales | LA | 8/25/96 |
| Deposit Guaranty National Bank | Denham Springs | LA | 8/25/96 |
| Ackley State Bank | Ackley | IA | 8/23/96 |
| Effingham State Bank | Effingham | IL | 8/22/96 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|---------------|-------|---------------|
| Merchants and Farmers Bank | West Helena | AR | 8/21/96 |
| First National Bank of Magnolia | Magnolia | AR | 8/14/96 |
| Western Security Bank | Scottsdale | AZ | 8/14/96 |
| Teutopolis State Bank | Teutopolis | IL | 8/12/96 |
| STAR Financial Bank | Columbia City | IN | 8/1/96 |
| Camden National Bank | Camden | M | 7/31/96 |
| Bank of Yorba Linda | Huntington | CA | 7/31/96 |
| United Bank | Bangor | M | 7/31/96 |
| Independence Bank, National Association | Houston | TX | 7/31/96 |
| Issaquah Bank | Issaquah | W | 7/26/96 |
| Farmers and Merchants Bank | Centre | AL | 7/25/96 |
| Republic Bank, Inc | Duluth | M | 7/25/96 |
| Rocky Mountain Bank | Chandler | AZ | 7/23/96 |
| Lawrenceburg National Bank | Lawrenceburg | KY | 7/19/96 |
| The First National Bank in Ogallala | Ogallala | NE | 7/19/96 |
| Panhandle State Bank | Ponderay | ID | 7/18/96 |
| Amcore Bank, Clinton | Clinton | WI | 7/17/96 |
| Castle Bank Harvard, N.A. | Harvard | IL | 7/17/96 |
| Valley Community Bank | Duvall | W | 7/17/96 |
| The Bank of Santa Fe | Santa Fe | N | 7/16/96 |
| The Home Bank | Guntersville | AL | 7/15/96 |
| Community State Bank | Houston | TX | 7/12/96 |
| Citizens Trust Bank | Atlanta | GA | 7/11/96 |
| The Farmers Bank | Portland | TN | 7/5/96 |
| Old Line National Bank | Waldorf | M | 6/28/96 |
| Citizens Bank | Leon | IA | 6/28/96 |
| Bank of Prattville | Prattville | AL | 6/28/96 |
| Northern Bank of Commerce | Portland | O | 6/28/96 |
| Pennsylvania Capital Bank | Pittsburgh | PA | 6/26/96 |
| The National Bank of Texas at Fort Worth | Fort Worth | TX | 6/21/96 |
| Carroll County State Bank | Carroll | IA | 6/21/96 |
| DeWitt Bank and Trust Company | DeWitt | IA | 6/20/96 |
| Eastern American Bank | Herndon | VA | 6/20/96 |
| Totalbank | Miami | FL | 6/18/96 |
| Huntington National Bank | Portland | MI | 6/12/96 |
| Rock Hill Bank & Trust | Rock Hill | SC | 6/11/96 |
| F & M Bank - Northern Virginia | Alexandria | VA | 6/11/96 |
| Gloucester Bank & Trust Company | Gloucester | M | 6/11/96 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|------------------|-------|---------------|
| F&M Bank | Watertown | SD | 6/10/95 |
| Mahoning National Bank | Youngstown | O | 6/7/96 |
| Four Oaks Bank & Trust Company | Four Oaks | NC | 6/3/96 |
| Northwoods State Bank | Northwood | IA | 6/3/96 |
| Farmers National Bank | Danville | KY | 5/30/96 |
| The Citizens National Bank | Greenleaf | KS | 5/23/96 |
| Security State Bank | Chehalis | W | 5/23/96 |
| Riverside Bank | Poughkeepsie | NY | 5/16/95 |
| Comstock Bank | Reno | NV | 5/15/96 |
| Community Bank of Nevada | Las Vegas | NV | 5/15/96 |
| Resource Bank, NA | DeKalb | IL | 5/8/96 |
| Bank of Ashland | Ashland | KY | 5/3/96 |
| State Bank & Trust | Colorado Springs | C | 4/30/96 |
| Sterling Bank & Trust Company | Baltimore | M | 4/30/96 |
| Bank of Lenawee | Adrian | MI | 4/30/95 |
| Ballston Spa National Bank | Ballston Spa | NY | 4/29/96 |
| First United Bank | Lubbock | TX | 4/26/96 |
| Randolph Bank & Trust Company | Asheboro | NC | 4/26/96 |
| Bank of Cabot | Cabot | AR | 4/24/95 |
| Fidelity State Bank & Trust Company | Topeka | KS | 4/24/96 |
| Richfield Bank & Trust Co | Richfield | M | 4/20/96 |
| First Bank of Newton | Newton | KS | 4/18/96 |
| Security State Bank | Abilene | TX | 4/18/95 |
| Amcore Bank | Mount Horeb | WI | 4/17/96 |
| University State Bank | Houston | TX | 4/11/96 |
| Sun City Bank | Sun City | AZ | 4/10/96 |
| The First National Bank | Ottawa | IL | 4/8/96 |
| Capital City Bank | Tallahassee | FL | 4/4/96 |
| Hancock Bank | Gulfport | M | 4/2/96 |
| Douglas County Bank & Trust Co | Omaha | NE | 4/1/96 |
| The First National Bank of Pandora | Pandora | O | 3/29/96 |
| First National Bank of Southwestern Ohio | Hamilton | O | 3/28/96 |
| Dauphin National Bank | Harrisburg | PA | 3/28/96 |
| Drovers & Mechanics Bank | York | PA | 3/28/96 |
| CorTrust Bank | Sioux Falls | SD | 3/27/96 |
| Regions Bank of Louisiana | Shreveport | LA | 3/26/96 |
| Peoples Bank and Trust Company | Hazard | KY | 3/19/96 |
| Chemical Bank Key State | Owosso | MI | 3/15/95 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---------------------------------------|---------------|-------|---------------|
| The First National Bank of Liberal | Liberal | KS | 3/14/96 |
| West Central Bank | Wheaton | M | 3/14/96 |
| Peoples Bank of Northern KY, Inc. | Covington | KY | 3/12/96 |
| First National Bank of Silsbee | Silsbee | TX | 3/7/96 |
| First Bank & Trust | Groves | TX | 3/7/96 |
| Spivey State Bank | Swainsboro | GA | 3/7/96 |
| Community First Bank & Trust | Celina | O | 3/6/96 |
| Bank of the Southwest | Dallas | TX | 3/6/96 |
| Viking Community Bank | Seattle | W | 3/1/96 |
| Springdale Bank & Trust | Springdale | AR | 2/29/96 |
| Peoples State Bank | Wyalusing | PA | 2/28/96 |
| Orrstown Bank | Shippensburg | PA | 2/27/96 |
| Grafton State Bank | Grafton | WI | 2/27/96 |
| F&M Bank-Martinsburg, Inc. | Martinsburg | W | 2/15/96 |
| Merchants State Bank | Freeman | SD | 2/15/96 |
| First National Bank and Trust Company | Broken Arrow | OK | 2/9/96 |
| Rocky Mountain Bank | Billings | MT | 2/6/96 |
| First Community Bank | Chatom | AL | 2/1/96 |
| First American Bank & Trust | Madison | SD | 1/25/96 |
| Farmers State Bank | Breckenridge | MI | 1/23/96 |
| Troy Bank & Trust Company | Troy | AL | 1/22/96 |
| Bank of Winnfield & Trust Company | Winnfield | LA | 1/17/96 |
| Peoples Bank of Kent County, MD | Chestertown | M | 1/11/96 |
| First National Bank | Plainview | M | 1/11/96 |
| Capital Bank of North County | Vista | CA | 1/10/96 |
| First Fidelity Bank, NA | Oklahoma City | OK | 1/8/96 |
| Farmers State Bank | LaGrange | IN | 1/8/96 |
| Mahopac National Bank | Mahopac | NY | 1/4/96 |
| The Home Bank | Ducktown | TN | 1/4/96 |
| Union Planters | Decatur | AL | 1/3/96 |
| Brenton Bank, NA | Des Moines | IA | 12/29/95 |
| FirstBank Southwest, N.A. | Amarillo | TX | 12/27/95 |
| Idaho Independent Bank | Coeur D'Alene | ID | 12/27/95 |
| The Luzerne National Bank | Luzerne | PA | 12/22/95 |
| The First National Bank of Fairfield | Fairfield | MT | 12/22/95 |
| Citizens State Bank | Choteau | MT | 12/22/95 |
| Cayuga Bank | Auburn | NY | 12/22/95 |
| First State Bank | Goshen | IN | 12/22/95 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|-----------------|-------|---------------|
| First Citizens Bank of Clayton Co./Fayette | Riverdale | GA | 12/22/95 |
| ChoiceOne Bank | Sparta | MI | 12/21/95 |
| The Port Washington State Bank | Port Washington | WI | 12/20/95 |
| Peoples National Bank | Monument | C | 12/20/95 |
| Bernville Bank, N.A. | Bernville | PA | 12/20/95 |
| Carnegie Bank, NA | Princeton | NJ | 12/19/95 |
| First Security Bank & Trust | Charles City | IA | 12/19/95 |
| Citizens Bank and Trust Company | Chillicothe | M | 12/19/95 |
| Sunflower Bank | Dodge City | KS | 12/14/95 |
| The Ohio Bank | Findlay | O | 12/13/95 |
| Mid-State Bank | State College | PA | 12/12/95 |
| Bankers Trust Company | Des Moines | IA | 12/11/95 |
| Peoples Bank of Taos | Ranchos De Taos | N | 12/11/95 |
| First Valley National Bank | Lancaster | CA | 12/8/95 |
| Fort Wayne National Bank | Fort Wayne | IN | 12/7/95 |
| West Alabama Bank & Trust | Reform | AL | 12/6/95 |
| American Trust / Washington County | Williamsport | M | 12/1/95 |
| SouthTrust Bank of Georgia, NA | Atlanta | GA | 12/1/95 |
| United Bank, N.A. | Bucyrus | O | 11/30/95 |
| Farmers State Bank | Superior | NE | 11/30/95 |
| San Joaquin Bank | Bakersfield | CA | 11/29/95 |
| Robertson Banking Company | Demopolis | AL | 11/27/95 |
| Peninsula State Bank | Englewood | FL | 11/21/95 |
| Citizens Bank & Trust Company | Springhill | LA | 11/20/95 |
| The Monroe County Bank | Monroeville | AL | 11/16/95 |
| Visalia Community Bank | Visalia | CA | 11/15/95 |
| Linn State Bank | Linn | M | 11/15/95 |
| The First National Bank of Wetumpka | Wetumpka | AL | 11/15/95 |
| First National Bank of Missouri | Lee's Summit | M | 11/13/95 |
| Empire Bank | Wichita | KS | 11/9/95 |
| Trenton Savings Bank | Burlington | NJ | 11/8/95 |
| The First Security Bank | Fort Morgan | C | 11/3/95 |
| First State Bank | Harrah | OK | 11/2/95 |
| Churubusco State Bank | Churubusco | IN | 11/2/95 |
| Colorado State Bank and Trust | Denver | C | 11/2/95 |
| Peoples National Bank & Trust | Ottawa | KS | 11/1/95 |
| Citizens Security Bank & Trust Company | Bixby | OK | 11/1/95 |
| First National Bank | Kokomo | IN | 10/31/95 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|-------------------|-------|---------------|
| First State Bank | Kansas City | KS | 10/30/95 |
| Continental Pacific Bank | Vacaville | CA | 10/27/95 |
| The First National Bank of Portland | Portland | IN | 10/25/95 |
| Northern State Bank | Thief River Falls | M | 10/25/95 |
| Marquette Bank of South Dakota | Britton | SD | 10/19/95 |
| Farmers and Merchants Bank | Huron | SD | 10/19/95 |
| The First National Bank | Patoka | IL | 10/18/95 |
| Bank of Benton | Benton | KY | 10/16/95 |
| Calvert Bank | Calvert City | KY | 10/16/95 |
| Holladay Bank & Trust | Salt Lake City | UT | 10/11/95 |
| Republic Bank of Norman | Norman | OK | 10/10/95 |
| Century South Banks, Inc. | Dahlonega | GA | 10/10/95 |
| F&M Bank-Appleton | Appleton | WI | 10/10/95 |
| Lebanon Valley National Bank | Lebanon | PA | 10/10/95 |
| Security State Bank | Bemidji | M | 10/10/95 |
| Hebron Deposit Bank | Hebron | KY | 10/6/95 |
| Citizens Bank of Western Indiana | Terre Haute | IN | 10/6/95 |
| Farmers and Merchants State Bank of Spri | Springfield | M | 10/4/95 |
| Rocky Mountain Bank & Trust | Florence | C | 10/4/95 |
| Commercial Bank of Leadville | Leadville | C | 10/4/95 |
| State Bank & Trust Company | New Ulm | M | 9/27/95 |
| The Peoples National Bank and Trust | Burlington | KS | 9/25/95 |
| Mercantile Bank of Topeka | Topeka | KS | 9/21/95 |
| Berkshire Bank | Pittsfield | M | 9/19/95 |
| The Muncy Bank and Trust Company | Muncy | PA | 9/14/95 |
| The Security State Bank of Hibbing | Hibbing | M | 9/12/95 |
| First National Summit Bank | Gunnison | C | 9/9/95 |
| The Bank of South Carolina | Charleston | SC | 9/8/95 |
| Frances Slocum Bank and Trust Company | Wabash | IN | 9/7/95 |
| Metro Commerce Bank, N. A. | San Rafael | CA | 9/5/95 |
| First National Bank of Olathe | Olathe | KS | 8/31/95 |
| Intercity State Bank | Schofield | WI | 8/30/95 |
| Community National Bank of Grand Forks | Grand Forks | ND | 8/30/95 |
| Northwest Georgia Bank | Ringgold | GA | 8/28/95 |
| Day County Bank | Webster | SD | 8/28/95 |
| Commercial Business Finance | Winter Park | FL | 8/28/95 |
| Inland Northwest Bank | Spokane | W | 8/28/95 |
| George Mason Bank | Fairfax | VA | 8/25/95 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---|-------------------|-------|---------------|
| First Charter Bank, NA | Beverly Hills | CA | 8/24/95 |
| Thayer County Bank | Hebron | NE | 8/22/95 |
| Washington State Bank | Federal Way | W | 8/22/95 |
| F&M Bank/Massanutten | Harrisonburg | VA | 8/17/95 |
| Union Planters of Houston | Houston | M | 8/15/95 |
| Community Bank | Plymouth | WI | 8/15/95 |
| Franklin National Bank | Franklin | TN | 8/14/95 |
| Financial Trust Company | Hanover | PA | 8/14/95 |
| Financial Trust Company | Chambersburg | PA | 8/14/95 |
| Farmers Trust Company | Carlisle | PA | 8/14/95 |
| The First National Bank of Scott City | Scott City | KS | 8/14/95 |
| San Diego National Bank | San Diego | CA | 8/10/95 |
| Empire Bank | Springfield | M | 8/10/95 |
| Bank of Tennessee | Johnson City | TN | 8/4/95 |
| The Boone County National Bank of Colum | Columbia | M | 7/31/95 |
| PlazaBank, NA | San Antonio | TX | 7/28/95 |
| Union Planters of Batesville | Batesville | M | 7/27/95 |
| Community First National Bank | Phoenix | AZ | 7/26/95 |
| McCook National Bank | McCook | NE | 7/19/95 |
| First State Bank & Trust | Beckley | W | 7/14/95 |
| The First National Bank | Harrisburg | IL | 7/14/95 |
| Peoples State Bank | Clarksburg | W | 7/14/95 |
| Fidelity State Bank | Garden City | KS | 7/13/95 |
| American National Bank of Sarpy County | Papillion | NE | 7/10/95 |
| American National Bank & Trust | Omaha | NE | 7/10/95 |
| American National Bank | Tecumseh | NE | 7/6/95 |
| Champaign National Bank and Trust | Urbana | O | 6/30/95 |
| Westside Bank & Trust | Marietta | GA | 6/30/95 |
| Metropolitan National Bank | Youngstown | O | 6/30/95 |
| County National Bank of South Florida | North Miami Beach | FL | 6/30/95 |
| First Bank | Strasburg | VA | 6/29/95 |
| American National Bank | Corpus Christi | TX | 6/28/95 |
| Los Angeles National Bank | Buena Park | CA | 6/28/95 |
| Exchange National Bank and Trust Co | Ardmore | OK | 6/28/95 |
| Charlotte State Bank | Port Charlotte | FL | 6/28/95 |
| Hastings State Bank | Hastings | NE | 6/27/95 |
| Farmers' State Bank | Willmar | M | 6/23/95 |
| St. Johns Bank & Trust Co. | Saint Louis | M | 6/21/95 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|------------------|-------|---------------|
| BankFirst | Knoxville | TN | 6/21/95 |
| National Bank of North East | North East | PA | 6/21/95 |
| Ocala National Bank | Ocala | FL | 6/20/95 |
| First National Bank in Lockney | Lockney | TX | 6/19/95 |
| Roseville 1st National Bank | Roseville | CA | 6/15/95 |
| The Callaway Bank | Fulton | M | 6/13/95 |
| State Bank | Benkelman | NE | 6/9/95 |
| AmFirst Bank, NA | McCook | NE | 6/9/95 |
| Fowler State Bank | Fowler | IN | 6/7/95 |
| Safety Fund National Bank | Fitchburg | M | 6/5/95 |
| Belgrade State Bank | Potosi | M | 6/1/95 |
| The First National Bank of Van Alstyne | Van Alstyne | TX | 6/1/95 |
| Lea County State Bank | Hobbs | N | 5/31/95 |
| First Pacific National Bank | San Marcos | CA | 5/31/95 |
| County National Bank | Clearfield | PA | 5/31/95 |
| The Pauls Valley National Bank | Pauls Valley | OK | 5/30/95 |
| Glacier Bank | Kalispell | MT | 5/30/95 |
| The Farmers Bank | Frankfort | IN | 5/25/95 |
| First State Bank of St Charles | Saint Charles | M | 5/24/95 |
| First American Bank and Trust Company | Purcell | OK | 5/23/95 |
| Humble National Bank | Humble | TX | 5/23/95 |
| The First National Bank of Bryan | Bryan | TX | 5/22/95 |
| WesBanco | Parkersburg | W | 5/22/95 |
| Bank of Homewood | Homewood | IL | 5/18/95 |
| The First National Bank | Saint John | KS | 5/17/95 |
| First Community Bank & Trust | Cartersville | GA | 5/16/95 |
| Hancock Bank of Louisiana | Baton Rouge | LA | 5/16/95 |
| Farmers and Merchants Bank | Clarksville | TN | 5/16/95 |
| Central Pacific Bank | Honolulu | HI | 5/12/95 |
| Central Bank | Monroe | LA | 5/10/95 |
| New Era Bank | Fredericktown | M | 5/10/95 |
| Commercial National Bank | Beeville | TX | 5/9/95 |
| Resource Bank | Virginia Beach | VA | 5/8/95 |
| South Chicago Bank | Chicago | IL | 5/6/95 |
| First National Bank of San Benito | San Benito | TX | 5/5/95 |
| Phelps County Bank | Rolla | M | 5/3/95 |
| Exchange National Bank | Jefferson City | M | 5/1/95 |
| Mohave State Bank | Lake Havasu City | AZ | 5/1/95 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---|----------------|-------|---------------|
| American River Bank | Sacramento | CA | 4/28/95 |
| First American Bank, N.A. | Crookston | M | 4/27/95 |
| Texas Bank and Trust, National Associatio | Dallas | TX | 4/24/95 |
| Citizens Bank | New Tazewell | TN | 4/24/95 |
| First National Bank of Huntington | Huntington | IN | 4/24/95 |
| Union Planters of Columbus | Columbus | M | 4/21/95 |
| United Bank | Greenfield | M | 4/20/95 |
| Vermont National Bank | Brattleboro | VT | 4/20/95 |
| Bank of McCreary County | Whitley City | KY | 4/18/95 |
| The First National Bank of Powell | Powell | W | 4/17/95 |
| First Trust & Savings Bank | Oneida | TN | 4/17/95 |
| Progressive Bank | Winnsboro | LA | 4/13/95 |
| OneCentral | Glendale | CA | 4/13/95 |
| Valley Bank | Sweetwater | TN | 4/13/95 |
| First Bank of Frederick | Frederick | M | 4/11/95 |
| The Hannibal National Bank | Hannibal | M | 4/5/95 |
| NBT Bank, NA | Norwich | NY | 4/3/95 |
| First Northern National Bank | Manistique | MI | 3/31/95 |
| First State Bank | Clute | TX | 3/30/95 |
| Union Planters of Greenwood | Greenwood | M | 3/29/95 |
| First-Knox National Bank | Mt. Vernon | O | 3/29/95 |
| Union Planters of Kosciusko | Kosciusko | M | 3/29/95 |
| City National Bank | Charleston | W | 3/28/95 |
| United Southern Bank | Eustis | FL | 3/28/95 |
| Ireland Bank | Malad City | ID | 3/28/95 |
| Peoples National Bank | Point Pleasant | W | 3/28/95 |
| Marathon National Bank | Los Angeles | CA | 3/23/95 |
| Wadena State Bank | Wadena | M | 3/23/95 |
| Citizens National Bank of Springfield | Springfield | M | 3/22/95 |
| SouthTrust Bank of North Carolina | Raleigh | NC | 3/22/95 |
| First National Bank | Christiansburg | VA | 3/20/95 |
| Citizens National Bank | Fort Scott | KS | 3/17/95 |
| The Bank of Gwinnett County | Lawrenceville | GA | 3/17/95 |
| Bank of Raleigh, Inc. | Beckley | W | 3/16/95 |
| Peninsula Bank of San Diego | San Diego | CA | 3/16/95 |
| Bank of Bartlett | Bartlett | TN | 3/15/95 |
| Bank of Eastern Idaho | Idaho Falls | ID | 3/15/95 |
| The First National Bank in Ronceverte | Ronceverte | W | 3/14/95 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|---------------|-------|---------------|
| Oswego City Savings Bank | Oswego | NY | 3/10/95 |
| SouthTrust Bank of Alabama | Auburn | AL | 3/7/95 |
| Baker Boyer National Bank | Walla Walla | W | 3/6/95 |
| Union Planters of Louisville | Louisville | M | 3/6/95 |
| SouthTrust Bank of the Suncoast | Sarasota | FL | 3/1/95 |
| Legacy Bank of Texas | Plano | TX | 2/27/95 |
| Dees Bank of Hazel | Hazel | KY | 2/24/95 |
| Bank of Lyon County | Eddyville | KY | 2/24/95 |
| Bank of Livingston County | Tiline | KY | 2/24/95 |
| Melrose State Bank | Melrose | M | 2/23/95 |
| The Peoples National Bank | Easley | SC | 2/22/95 |
| American West Bank | Encino | CA | 2/22/95 |
| First National Bank in George West | George West | TX | 2/21/95 |
| Union Planters of Laurel | Laurel | M | 2/17/95 |
| Union Planters of Philadelphia | Philadelphia | PA | 2/17/95 |
| Union Planters of Biloxi | Biloxi | M | 2/17/95 |
| The First National Bank of Iron Mountain | Iron Mountain | MI | 2/17/95 |
| Country Bank | Camel | NY | 2/15/95 |
| First Community Bank | Emporia | KS | 2/15/95 |
| First National South | Marion | SC | 2/6/95 |
| United Nebraska Bank | Grand Island | NE | 2/3/95 |
| The Bank of Newnan | Newnan | GA | 2/3/95 |
| First National Bank of Pulaski | Pulaski | TN | 1/30/95 |
| SouthTrust Bank of Alabama | Sylacauga | AL | 1/30/95 |
| Valley Independent Bank | Rancho Mirage | CA | 1/30/95 |
| SouthTrust Bank of Northwest Florida | Marianna | FL | 1/30/95 |
| Community National Bank | Derby | VT | 1/26/95 |
| Union Planters Of The Lakeway Area | Morristown | TN | 1/25/95 |
| First Central Bank | Cambridge | NE | 1/20/95 |
| Metro Bank | Metairie | LA | 1/20/95 |
| United Bank of Michigan | Grand Rapids | MI | 1/19/95 |
| Hillsdale County National Bank | Hillsdale | MI | 1/19/95 |
| West Michigan Community Bank | Hudsonville | MI | 1/19/95 |
| City National Bank | Los Angeles | CA | 1/19/95 |
| Hill Country Bank | Leander | TX | 1/18/95 |
| First Community Bank, Inc. | Princeton | W | 1/17/95 |
| 1st Bank | Hale | MI | 1/13/95 |
| Union State Bank of Hazen | Hazen | ND | 1/12/95 |



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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|------------------|-------|---------------|
| The Heritage Bank | McLean | VA | 1/12/95 |
| Bank of New Hampshire | Portsmouth | NH | 1/12/95 |
| Community State Bank of St Charles | Saint Charles | MI | 1/12/95 |
| Mercantile Bank of the Bluffs | Council Bluffs | IA | 1/11/95 |
| SouthTrust Bank of Orlando | Orlando | FL | 1/10/95 |
| The Bank of Marion | Marion | VA | 1/9/95 |
| First Waco National Bank | Waco | TX | 1/6/95 |
| Piedmont Trust Bank | Martinsville | VA | 12/30/94 |
| First Community Bank | Forest | VA | 12/30/94 |
| First National Bank of Warsaw | Warsaw | IN | 12/29/94 |
| First Community Bank of Saltville | Saltville | VA | 12/29/94 |
| Bank of Commerce | San Diego | CA | 12/28/94 |
| First Bank CBC | Saint Joseph | M | 12/19/94 |
| First National Bank of Naples | Naples | FL | 12/16/94 |
| Lewis County Bank | Hohenwald | TN | 12/16/94 |
| Citizens Bank | Lansing | MI | 12/16/94 |
| The Bank of Adamsville | Adamsville | TN | 12/16/94 |
| Huntington National Bank | Muskegon | MI | 12/14/94 |
| First Banking Center | Burlington | WI | 12/13/94 |
| First Community Bank | Lacey | W | 12/12/94 |
| Pioneer National Bank | Yakima | W | 12/9/94 |
| The State Bank of Jerseyville | Jerseyville | IL | 12/9/94 |
| Bank of Commerce & Trust Company | Crowley | LA | 12/9/94 |
| Bank of Colorado - Western Slope | Glenwood Springs | C | 12/8/94 |
| Bank of Colorado - Western Slope | Grand Junction | C | 12/8/94 |
| Adams County National Bank | McSherrytown | PA | 12/7/94 |
| Alpine Bank of Illinois | Rockford | IL | 12/6/94 |
| Valley Bank of Helena | Helena | MT | 12/6/94 |
| Union Planters of Gulfport | Gulfport | M | 12/5/94 |
| The First National Bank of Negaunee | Negaunee | MI | 12/5/94 |
| American National Bank & Trust Company | Danville | VA | 12/5/94 |
| Regions Bank, N.A. | Bradenton | FL | 11/30/94 |
| Union Planters of Oxford | Oxford | M | 11/22/94 |
| Chesapeake Bank | Mathews | VA | 11/21/94 |
| Palm Desert National Bank | Palm Desert | CA | 11/18/94 |
| Peoples State Bank | Colby | KS | 11/18/94 |
| First State Bank of Western Illinois | La Harpe | IL | 11/17/94 |
| First Citizens National Bank | Mansfield | PA | 11/17/94 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|----------------|-------|---------------|
| The La Junta State Bank & Trust Co. | La Junta | C | 11/16/94 |
| Mid-Wisconsin Bank of Medford | Medford | WI | 11/14/94 |
| Union Planters of Hattiesburg | Hattiesburg | M | 11/10/94 |
| The Citizens Bank of Philadelphia, MS | Philadelphia | M | 11/7/94 |
| Princess Anne Bank | Virginia Beach | VA | 11/3/94 |
| Banner Banks | Hatley | WI | 11/3/94 |
| Citizens Bank | Marianna | FL | 10/25/94 |
| United National Bank & Trust Company | Canton | O | 10/21/94 |
| The Peoples Bank and Trust Company | Tupelo | M | 10/20/94 |
| Talbot Bank | Easton | M | 10/19/94 |
| Star Financial Bank | Anderson | IN | 10/18/94 |
| The Albion National Bank | Albion | NE | 10/18/94 |
| Central Illinois Bank | Champaign | IL | 10/17/94 |
| Rhea County National Bank | Dayton | TN | 10/13/94 |
| The First National Bank of La Feria | La Feria | TX | 10/12/94 |
| CIB - Bank | Elk Grove | IL | 10/5/94 |
| Cornerstone Bank, N.A. | York | NE | 9/30/94 |
| The Patterson Bank | Patterson | GA | 9/30/94 |
| Derby Savings Bank | Waterbury | CT | 9/30/94 |
| Peoples Loan & Trust Bank | Richmond | IN | 9/28/94 |
| BankWest | Goodland | KS | 9/26/94 |
| The Richland Trust Company | Mansfield | O | 9/26/94 |
| Bank of Columbia | Columbia | SC | 9/26/94 |
| State Bank of La Crosse | La Crosse | WI | 9/26/94 |
| Exchange Bank and Trust Company, NA | Natchitoches | LA | 9/23/94 |
| United Security Bank, NA | Fresno | CA | 9/23/94 |
| Wyoming County Bank | Warsaw | NY | 9/15/94 |
| The First National Bank of Hutchinson | Hutchinson | KS | 9/15/94 |
| SunTrust | Nashville | TN | 9/15/94 |
| The National Bank of Geneva | Geneva | NY | 9/15/94 |
| The Pavilion State Bank | Pavilion | NY | 9/15/94 |
| Enterprise Bank | Solon | O | 9/12/94 |
| Golden Pacific Bank | Ontario | CA | 9/12/94 |
| First Tier Bank & Trust | Salamanca | NY | 9/12/94 |
| The Bank/First Citizens Bank | Cleveland | TN | 9/9/94 |
| Bank of Whitman | Colfax | W | 9/8/94 |
| Central National Bank of Marion County | Durham | KS | 9/8/94 |
| The First National Bank and Trust Co. | Corbin | KY | 9/8/94 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---------------------------------------|---------------------|-------|---------------|
| Peoples Bank | Flemingsburg | KY | 9/7/94 |
| Marquette Bank | Chamberlain | SD | 9/7/94 |
| Siuslaw Valley Bank | Eugene | O | 9/6/94 |
| Alden State Bank | Alden | NY | 9/2/94 |
| Bank of Petaluma | Petaluma | CA | 9/1/94 |
| First Port City Bank | Bainbridge | GA | 9/1/94 |
| Andover Bank | Andover | M | 9/1/94 |
| Liberty National Bank | Longwood | FL | 8/31/94 |
| Security National Bank | Osage City | KS | 8/31/94 |
| MainBank | Red Oak | TX | 8/30/94 |
| Central Bank and Trust | Fort Worth | TX | 8/29/94 |
| FirstBank Southwest | Perryton | TX | 8/25/94 |
| Bank of the Southwest | Farmington | N | 8/24/94 |
| First National Bank in Alamogordo | Alamogordo | N | 8/24/94 |
| SouthTrust Bank of Columbus, NA | Columbus | GA | 8/17/94 |
| SouthTrust Bank of Alabama, NA | Birmingham | AL | 8/17/94 |
| Montgomery & Traders Bank & Trust Co. | Mount Sterling | KY | 8/15/94 |
| First American Bank, N.A. | International Falls | M | 8/15/94 |
| Camarillo Community Bank | Camarillo | CA | 8/12/94 |
| Farmers and Mechanics Bank | Middletown | CT | 8/11/94 |
| South Umpqua State Bank | Roseburg | O | 8/9/94 |
| Community Bank, NA | Canton | NY | 8/4/94 |
| Community Bank, NA | Olean | NY | 8/4/94 |
| Bank of the Sierra | Porterville | CA | 8/4/94 |
| The Citizens National Bank | Laurel | M | 8/4/94 |
| The Antelope Valley Bank | Lancaster | CA | 8/2/94 |
| San Benito Bank | Hollister | CA | 8/1/94 |
| Mercantile Bank of Clinton County,NA | Clinton | IA | 7/28/94 |
| Farmers & Merchants State Bank | Boise | ID | 7/28/94 |
| First Commercial Bank of Tampa | Tampa | FL | 7/25/94 |
| City National Bank | Weslaco | TX | 7/21/94 |
| SouthTrust Bank of Central Carolina | Concord | NC | 7/21/94 |
| Bank of Forest | Forest | M | 7/20/94 |
| SouthTrust Bank of the Midlands | Columbia | SC | 7/19/94 |
| The First National Bank of Centralia | Centralia | KS | 7/19/94 |
| First National Bank | Springfield | IL | 7/18/94 |
| Twin Rivers Community Bank | Easton | PA | 7/18/94 |
| The Stephenson National Bank & Trust | Marinette | WI | 7/15/94 |

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List of Banks Active on Business Manager

Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|-----------------|-------|---------------|
| SouthTrust Bank of Charleston, NA | Charleston | SC | 7/15/94 |
| Citizens State Bank | Jasper | TN | 7/12/94 |
| Iola Bank & Trust Company | Iola | KS | 7/12/94 |
| Centier Bank | Crown Point | IN | 7/11/94 |
| West Pointe Bank and Trust Company | Belleville | IL | 7/11/94 |
| SouthTrust Bank of Alabama, NA | Selma | AL | 7/8/94 |
| Carrollton Bank | Baltimore | M | 7/5/94 |
| Union Planters of Jackson | Jackson | M | 7/1/94 |
| Union Planters of Southaven | Southaven | M | 7/1/94 |
| Champlain National Bank | Willsboro | NY | 6/30/94 |
| Pioneer Bank | Chattanooga | TN | 6/30/94 |
| Peoples Bank & Trust Company | Indianapolis | IN | 6/30/94 |
| Bank of Travelers Rest | Travelers Rest | SC | 6/30/94 |
| The Pemigewasset National Bank of Pemig | Plymouth | NH | 6/30/94 |
| Farmers State Bank | Ashland | O | 6/29/94 |
| BSB Bank and Trust | Binghamton | NY | 6/29/94 |
| The Commercial and Savings Bank | Millersburg | O | 6/29/94 |
| SouthTrust Bank of Alabama, NA | Dothan | AL | 6/29/94 |
| Summit Bank | Akron | O | 6/29/94 |
| First Security Bank | Batesville | M | 6/28/94 |
| National Bank of Commerce of Mississippi | Starkville | M | 6/28/94 |
| First State Bank | Holly Springs | M | 6/28/94 |
| SouthTrust Bank of Alabama | Tuscaloosa | AL | 6/28/94 |
| National Bank of Commerce | Tuscaloosa | AL | 6/28/94 |
| First Commerce Bank | Commerce | GA | 6/27/94 |
| The First National Bank in Durant | Durant | OK | 6/24/94 |
| American National Bank | Fort Lauderdale | FL | 6/21/94 |
| Union Planters of Greenville | Greenville | M | 6/15/94 |
| First United National Bank & Trust | Oakland | M | 6/14/94 |
| Six Rivers National Bank | Eureka | CA | 6/13/94 |
| Centura Bank | Florence | SC | 6/13/94 |
| The First National Bank of Athens | Athens | TX | 6/9/94 |
| First National Bank and Trust | London | KY | 6/9/94 |
| The Ionia County National Bank | Ionia | MI | 6/7/94 |
| Union Planters Bank | Goodlettsville | TN | 6/7/94 |
| Western Sierra National Bank | Cameron Park | CA | 6/3/94 |
| Citizens National Bank in Waxahachie | Waxahachie | TX | 6/1/94 |
| Union Planters of Cleveland | Cleveland | M | 6/1/94 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|------------------|-------|---------------|
| Union Planters of West Tennessee | Humboldt | TN | 6/1/94 |
| Security State Bank and Trust | Fredericksburg | TX | 5/31/94 |
| Peoples Bank | Waynesboro | TN | 5/31/94 |
| Sandy Spring National Bank | Olney | M | 5/31/94 |
| Security Bank | Dyersburg | TN | 5/27/94 |
| Wayne Bank | Honesdale | PA | 5/23/94 |
| Northwest Bank & Trust Company | Davenport | IA | 5/19/94 |
| Capstone Bank | Waukega | IL | 5/17/94 |
| First American Bank | Breckenridge | M | 5/16/94 |
| First National Bank | Longview | TX | 5/13/94 |
| Redlands Centennial Bank | Redlands | CA | 5/13/94 |
| The Bank, NA | McAlester | OK | 5/12/94 |
| CIB - McLean County | Normal | IL | 5/12/94 |
| Citizens National Bank of Paintsville | Paintsville | KY | 5/12/94 |
| The Bank, NA | Stillwater | OK | 5/12/94 |
| Jacobs Bank | Scottsboro | AL | 5/10/94 |
| SouthTrust Bank of Middle Tennessee | Nashville | TN | 5/9/94 |
| The Bank of Edwardsville | Edwardsville | IL | 5/9/94 |
| The Citizens National Bank of Meridian | Meridian | M | 5/6/94 |
| First National Bank of Wyoming | Laramie | W | 5/5/94 |
| SouthTrust Bank of Central Florida | Ocala | FL | 5/5/94 |
| SouthTrust Bank of Alabama | Florence | AL | 5/5/94 |
| SouthTrust Bank of Northeast Florida | Jacksonville | FL | 5/4/94 |
| SouthTrust Bank of Volusia County | Daytona | FL | 5/4/94 |
| Citizens Bank and Trust Company of | Baytown | TX | 5/3/94 |
| Pasadena State Bank | Pasadena | TX | 5/3/94 |
| SouthTrust Bank of West Florida | Saint Petersburg | FL | 5/2/94 |
| Los Robles Bank | Thousand Oaks | CA | 4/29/94 |
| The Citizens National Bank of Malone | Malone | NY | 4/29/94 |
| Cape Coral National Bank | Cape Coral | FL | 4/27/94 |
| Desert Community Bank | Victorville | CA | 4/27/94 |
| BankPlus | Yazoo City | M | 4/25/94 |
| First National Bank & Trust Company | Athens | TN | 4/22/94 |
| First State Bank | Waynesboro | M | 4/18/94 |
| Houston National Bank | Houston | TX | 4/8/94 |
| United Bank and Trust Company | New Orleans | LA | 4/8/94 |
| First Southern Bank | Boca Raton | FL | 4/6/94 |
| First Security Bank and Trust Company | Norton | KS | 4/5/94 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---|----------------|-------|---------------|
| Regions Bank of Louisiana | New Roads | LA | 4/5/94 |
| The Citizens National Bank of Weatherford | Weatherford | TX | 4/4/94 |
| The Exchange Bank of Alabama | Gadsden | AL | 4/4/94 |
| Home Bank | Signal Hill | CA | 4/1/94 |
| Bank CNB | El Paso | TX | 4/1/94 |
| American Pacific State Bank | Sherman Oaks | CA | 4/1/94 |
| Merchants National Bank, Vicksburg | Vicksburg | M | 3/31/94 |
| Bank of Stanly | Albemarle | NC | 3/31/94 |
| Mercantile Bank of Sikeston | Sikeston | M | 3/31/94 |
| 1st Community Bank | Malden | M | 3/31/94 |
| American National Bank and Trust Co | Muncie | IN | 3/31/94 |
| Towne Bank | Woodinville | W | 3/30/94 |
| The County Bank | Greenwood | SC | 3/22/94 |
| Merchants State Bank of North Branch | North Branch | M | 3/18/94 |
| State Bank & Trust, NA | Tulsa | OK | 3/18/94 |
| Citizens Bank of Blount County | Maryville | TN | 3/17/94 |
| Bank of Charleston, NA | Charleston | SC | 3/14/94 |
| The Peoples State Bank and Trust Co | Ellinwood | KS | 3/10/94 |
| First American Bank , SW | Marshall | M | 3/5/94 |
| LaSalle State Bank | LaSalle | IL | 3/4/94 |
| Marine National Bank | Irvine | CA | 3/2/94 |
| First Independent Bank | Russell | M | 3/2/94 |
| SouthTrust Bank of Alabama | Andalusia | AL | 3/1/94 |
| Shoshone First Bank | Cody | W | 2/23/94 |
| SouthTrust Bank of Alabama | Mobile | AL | 2/15/94 |
| SouthTrust Bank, NA | Montgomery | AL | 2/15/94 |
| SouthTrust Bank of Alabama | Elba | AL | 2/15/94 |
| The John Warner Bank | Clinton | IL | 2/14/94 |
| SouthTrust Bank of Alabama | Alexander City | AL | 2/11/94 |
| Business Bank of California | San Bernardino | CA | 2/10/94 |
| Citizens Bank of Illinois, N.A. | DuQuoin | IL | 2/10/94 |
| American Trust & Savings Bank | Dubuque | IA | 2/10/94 |
| First American Bank | Detroit Lakes | M | 2/8/94 |
| First American Bank Wisconsin | Amery | WI | 2/8/94 |
| The Vintage Bank | Napa | CA | 2/4/94 |
| First and Farmers Bank of Somerset, KY | Somerset | KY | 1/31/94 |
| CFX- Corporation | Keene | NH | 1/31/94 |
| Tennessee State Bank | Pigeon Forge | TN | 1/31/94 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--|----------------|-------|---------------|
| Bank of Dahlonega | Dahlonega | GA | 1/29/94 |
| The Bank of Ellijay | Ellijay | GA | 1/29/94 |
| First National Bank of Union County | Blairsville | GA | 1/29/94 |
| Bank of Cairo and Moberly | Moberly | M | 1/27/94 |
| The Bank of New Glarus | New Glarus | WI | 1/19/94 |
| Saluda County Bank | Saluda | SC | 1/14/94 |
| M. S. Bailey & Son, Bankers | Clinton | SC | 1/14/94 |
| North Pacific Bank | Tacoma | W | 1/12/94 |
| West Coast Bank | Sarasota | FL | 1/11/94 |
| The Bank of Orange County | Mission Viejo | CA | 1/2/94 |
| SouthTrust Bank of Calhoun County, N.A. | Anniston | AL | 1/1/94 |
| Hancock Bank | Denham Springs | LA | 12/28/93 |
| Rossville Bank | Rossville | GA | 12/27/93 |
| Deposit Guaranty National Bank | Hammond | LA | 12/23/93 |
| The Lyon County State Bank | Emporia | KS | 12/23/93 |
| WesBanco South Charleston | Dunbar | W | 12/20/93 |
| National Bank of Stamford | Stamford | NY | 12/20/93 |
| Clovis Community Bank | Clovis | CA | 12/17/93 |
| Union Planters | Grenada | M | 12/15/93 |
| Union Planters | Baton Rouge | LA | 12/15/93 |
| Union Planters of Meridian | Meridian | M | 12/15/93 |
| Union Planters of Pascagoula | Pascagoula | M | 12/15/93 |
| Ledyard National Bank | Hanover | NH | 12/13/93 |
| First Newton Bank | Covington | GA | 12/10/93 |
| Sabine State Bank and Trust Company | Many | LA | 12/9/93 |
| South Valley State Bank | Klamath Falls | O | 12/9/93 |
| First National Bank | Jasper | AL | 12/9/93 |
| People's Trust Company | Brookville | IN | 12/9/93 |
| The Commercial Bank | Salem | O | 12/8/93 |
| First State Bank | Austin | TX | 12/8/93 |
| First Commonwealth Bank | Indiana | PA | 12/7/93 |
| Community Bank | Sheboygan | WI | 12/7/93 |
| First National Bank of the Hudson Valley | LaGrangeville | NY | 11/30/93 |
| First Central Bank | Lenoir City | TN | 11/29/93 |
| Peoples National Bank | New Lexington | O | 11/22/93 |
| Bank of Pontiac | Pontiac | IL | 11/19/93 |
| Ambassador Bank of the Commonwealth | Allentown | PA | 11/17/93 |
| SouthTrust Bank of Alabama | Cullman | AL | 11/15/93 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---|-----------------|-------|---------------|
| The Bank of Tampa | Tampa | FL | 11/15/93 |
| The Bank of Darien | Darien | CT | 11/15/93 |
| Union Planters Bank | Thibodaux | LA | 11/11/93 |
| South Louisiana Bank | Houma | LA | 11/11/93 |
| Valley National Bank of Cortez | Cortez | C | 11/10/93 |
| First National Bank of Clarksdale | Clarksdale | M | 11/8/93 |
| Bank of Amador | Jackson | CA | 11/4/93 |
| The First National Bank of Durango | Durango | C | 10/30/93 |
| Community First State Bank | Aurora | C | 10/29/93 |
| Bowling Green Bank & Trust Company | Bowling Green | KY | 10/26/93 |
| First National Bank of Clinton | Clinton | M | 10/25/93 |
| Deposit Guaranty | West Monroe | LA | 10/25/93 |
| SouthTrust Bank of Morgan County | Decatur | AL | 10/21/93 |
| Security Bank | Coos Bay | O | 10/20/93 |
| Citizens & Merchants State Bank | Douglasville | GA | 10/18/93 |
| Palmer-American National Bank | Danville | IL | 10/18/93 |
| Trustmark National Bank | Corinth | M | 10/14/93 |
| Iberia Savings Bank | New Iberia | LA | 10/12/93 |
| The Savings Bank & Trust Company | Orrville | O | 10/9/93 |
| Chemung Canal Trust Company | Elmira | NY | 10/8/93 |
| Valti Wide Bank # 1 | Fresno | CA | 10/8/93 |
| First National Bank of N California | Daly City | CA | 10/8/93 |
| First Liberty Bank | Tifton | GA | 10/4/93 |
| Financial Trust | Waynesboro | PA | 9/30/93 |
| Deposit Bank | Du Bois | PA | 9/28/93 |
| The Peoples National Bank In Lawrencevill | Lawrenceville | IL | 9/23/93 |
| Security Bank | Alexandria | LA | 9/23/93 |
| The American National Bank of Vincennes | Vincennes | IN | 9/22/93 |
| Minnequa Bank of Pueblo | Pueblo | C | 9/22/93 |
| Bank of Whittier, NA | Whittier | CA | 9/22/93 |
| Queen City Bank, NA | Long Beach | CA | 9/22/93 |
| The First National Bank of Bellevue | Bellevue | O | 9/21/93 |
| Bank of Lenox | Lenox | GA | 9/17/93 |
| Emporia State Bank and Trust Company | Emporia | KS | 9/16/93 |
| Security First Bank | Cheyenne | W | 9/16/93 |
| First National Bank of North County | Lake San Marcos | CA | 9/16/93 |
| TeamBank, NA | Paola | KS | 9/16/93 |
| Sunflower Bank, NA | Salina | KS | 9/15/93 |

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| Bank | City | State | Contract Date |
|--------------------------------------|---------------|-------|---------------|
| First South Bank of Middle Georgia | Macon | GA | 9/10/93 |
| SouthTrust Bank of Alabama | Boaz | AL | 9/10/93 |
| Bank of Newport | Lake Oswego | O | 9/7/93 |
| Deposit Guaranty | Baton Rouge | LA | 8/23/93 |
| First American National , N.A. | Saint Cloud | M | 8/23/93 |
| Highland Bank | Birmingham | AL | 8/20/93 |
| First National Bank | Zanesville | O | 8/19/93 |
| Grundy County National Bank | Morris | IL | 8/19/93 |
| First State Bank | Scottsbluff | NE | 8/16/93 |
| United Nebraska Bank | Columbus | NE | 8/15/93 |
| First Citizens Bank & Trust Co | Greencastle | IN | 8/11/93 |
| Home National Bank | Arkansas City | KS | 8/5/93 |
| Citizens Bank | Lawton | OK | 8/4/93 |
| Union Planters National Bank | Chattanooga | TN | 8/2/93 |
| First National Bank | Rochester | NY | 7/28/93 |
| BankIllinois | Champaign | IL | 7/26/93 |
| United Nebraska Bank | North Platte | NE | 7/23/93 |
| First National Bank and Trust Co | Okmulgee | OK | 7/20/93 |
| Farmers National Bank | Opetika | AL | 7/19/93 |
| Merchants National Bank | Terre Haute | IN | 7/15/93 |
| Trans Financial Bank | Maysville | KY | 7/14/93 |
| Pinnacle Bank NA | Elberton | GA | 7/12/93 |
| Security National Bank | Macon | GA | 7/12/93 |
| The Home State Bank | Loveland | C | 7/7/93 |
| SouthTrust Bank of Alabama | Huntsville | AL | 7/6/93 |
| Farmers and Merchants Bank | Milford | NE | 7/6/93 |
| Community First National Bank | Decorah | IA | 7/1/93 |
| Mercantile Bank of Northern Illinois | Freeport | IL | 6/30/93 |
| Concord Savings Bank | Concord | NH | 6/28/93 |
| East County Bank | Antioch | CA | 6/23/93 |
| First National Bank of the Rockies | Meeker | C | 6/16/93 |
| First State Bank | Gainesville | TX | 6/16/93 |
| Premier Bank | Bastrop | LA | 6/10/93 |
| Premier Bank | Natchitoches | LA | 6/10/93 |
| Bank One | Ruston | LA | 6/10/93 |
| Premier Bank | Farmerville | LA | 6/10/93 |
| First American Bank, N.A. | Alexandria | M | 6/2/93 |
| First American Bank, N.A. | Brainerd | M | 6/2/93 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|----------------------------------|-------------------|-------|---------------|
| Wilson Bank & Trust | Lebanon | TN | 5/28/93 |
| Security State Bank | Hamilton | IL | 5/24/93 |
| Marine Trust Company | Carthage | IL | 5/18/93 |
| Regent National Bank | Philadelphia | PA | 5/17/93 |
| Triangle Bank | Durham | NC | 5/6/93 |
| Peoples National Bank | McLeansboro | IL | 5/1/93 |
| Farmers Bank & Trust Company | Henderson | KY | 4/28/93 |
| Bank of Monte Vista | Monte Vista | C | 4/27/93 |
| First Bank of Georgia | East Point | GA | 4/26/93 |
| Citizens Savings Bank | Martins Ferry | O | 4/23/93 |
| Peoples Bank & Trust Company | Selma | AL | 4/16/93 |
| Blue Ridge Bank | Sparta | NC | 4/15/93 |
| Kansas State Bank | Ottawa | KS | 4/14/93 |
| First National Bank | Talladega | AL | 4/14/93 |
| HNB Bank | Harlan | KY | 4/8/93 |
| Commercial Bank | Parsons | KS | 4/7/93 |
| Morris State Bank | Dublin | GA | 4/7/93 |
| First National Bank | Shelby | NC | 3/30/93 |
| Union Planters National Bank | Nashville | TN | 3/25/93 |
| First National Bank and Trust | Carbondale | IL | 3/24/93 |
| The Commercial Bank | Grayson | KY | 3/23/93 |
| County Bank | Merced | CA | 3/19/93 |
| Bank of Norfolk | Norfolk | NE | 3/18/93 |
| First National Bank | Altus | OK | 3/16/93 |
| First National Bank | Bethany | OK | 3/11/93 |
| Lafayette Bank and Trust Company | Lafayette | IN | 3/10/93 |
| Arkansas Valley State Bank | Broken Arrow | OK | 3/3/93 |
| Factory Point National Bank | Manchester Center | VT | 2/26/93 |
| State Bank | Viroqua | WI | 2/26/93 |
| United Bank & Trust | Saint Petersburg | FL | 2/25/93 |
| Park Bank | Madison | WI | 2/24/93 |
| First National Bank | Waverly | O | 2/17/93 |
| Liberty National Bank | Kenton | O | 2/11/93 |
| First National Bank | Orangeburg | SC | 1/28/93 |
| National Bank and Trust Company | Wilmington | O | 1/27/93 |
| Union Planters National Bank | Jackson | TN | 1/25/93 |
| First National Bank South Dakota | Yankton | SD | 1/23/93 |
| Greene County Bank | Greeneville | TN | 1/21/93 |

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|---|---------------|-------|---------------|
| MidFirst Bank | Chickasha | OK | 1/15/93 |
| Tompkins County Trust Company | Ithaca | NY | 1/14/93 |
| Citizens Bank | Harrisburg | IL | 1/13/93 |
| Mercantile Trust & Savings Bank | Quincy | IL | 12/23/92 |
| Community National Bank | Oregon | WI | 12/16/92 |
| First State Bank | Capron | IL | 12/16/92 |
| Indian River National Bank | Vero Beach | FL | 12/15/92 |
| Amcore Bank National Association | Sterling | IL | 12/15/92 |
| First Citizens Bank | Elizabethtown | KY | 12/15/92 |
| The Georgia National Bank | Athens | GA | 12/14/92 |
| Bank of Upson | Thomaston | GA | 12/14/92 |
| Sierra National Bank | Tehachapi | CA | 12/8/92 |
| Shelby County Trust Bank | Shelbyville | KY | 12/1/92 |
| Southern Crescent Bank | Morrow | GA | 11/19/92 |
| Commercial Bank | Mitchell | SD | 11/18/92 |
| Fremont National Bank & Trust Co | Fremont | NE | 11/12/92 |
| First National Bank | Midwest City | OK | 11/5/92 |
| Farmers Bank & Trust Company | Madisonville | KY | 10/29/92 |
| Morganfield National Bank | Morganfield | KY | 10/29/92 |
| First Northern Bank | Dixon | CA | 10/28/92 |
| Humboldt Bank | Eureka | CA | 10/28/92 |
| Canandaigua National Bank and Trust | Canandaigua | NY | 10/22/92 |
| Bank of Northern Illinois, N.A. | Gurnee | IL | 9/30/92 |
| First National Bank | Mayfield | KY | 9/22/92 |
| Anderson National Bank | Anderson | SC | 9/14/92 |
| Bath National Bank | Bath | NY | 9/11/92 |
| Dubois County Bank | Jasper | IN | 9/3/92 |
| First State Bank | Greenville | KY | 8/28/92 |
| United Southwest Bank | Washington | IN | 8/27/92 |
| Northwest Bank of Rockford | Rockford | IL | 8/24/92 |
| Citizens Bank & Trust of Fayette County | Fayetteville | GA | 8/24/92 |
| Bank IV | Muskogee | OK | 8/17/92 |
| Security National Bank of Sapulpa | Sapulpa | OK | 8/13/92 |
| Pennsylvania State Bank | Camp Hill | PA | 8/1/92 |
| First National Bank in Montevideo | Montevideo | MN | 7/29/92 |
| Allied Bank of Georgia | Thomson | GA | 7/20/92 |
| Merchants National Bank | Aurora | IL | 7/17/92 |
| First State Bank | Pineville | KY | 7/16/92 |

TRADEMARK
REEL: 1774 FRAME: 0297

List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--------------------------------------|----------------|-------|---------------|
| Ellenville National Bank | Ellenville | NY | 7/7/92 |
| First National Bank of Griffin | Griffin | GA | 7/7/92 |
| First National Bank of Perry County | Cannelton | IN | 7/6/92 |
| Compass Bank | Temple | TX | 7/2/92 |
| Georgetown Bank & Trust | Georgetown | KY | 6/23/92 |
| First National Bank of Shelbyville | Shelbyville | TN | 6/22/92 |
| NBC Bank Rockdale | Rockdale | TX | 6/18/92 |
| National Bank of Commerce | Birmingham | AL | 5/28/92 |
| Bank of Putnam County | Cookeville | TN | 5/28/92 |
| First South Bank | Fort Valley | GA | 5/19/92 |
| First National Bank of Muscatine | Muscatine | IA | 5/19/92 |
| Durden Banking Co. Inc. | Swainsboro | GA | 5/13/92 |
| State Bank of Chittenango | Chittenango | NY | 5/13/92 |
| National Union Bank | Kinderhook | NY | 5/11/92 |
| Exchange Bank | Milledgeville | GA | 4/27/92 |
| Farmers Bank & Capital Trust Co. | Frankfort | KY | 4/24/92 |
| AmeriBank, NA | Savannah | GA | 4/23/92 |
| Citizens State Bank & Trust | Fort Atkinson | WI | 4/21/92 |
| Citizens National Bank | Lebanon | KY | 4/2/92 |
| 1st State Bank & Trust | Manchester | KY | 4/1/92 |
| Wilson & Muir Bank & Trust Co. | Bardstowm | KY | 2/27/92 |
| SouthTrust Bank | Deltona | FL | 2/26/92 |
| First National Bank of Shelby County | Columbiana | AL | 2/21/92 |
| SouthTrust Bank of Alabama | Gadsden | AL | 2/21/92 |
| Bank of Coweta | Newnan | GA | 2/13/92 |
| Green Belt Bank & Trust | Iowa Falls | IA | 1/30/92 |
| Bank of Tuscaloosa | Tuscaloosa | AL | 1/30/92 |
| Commercial Bank & Trust | LaGrange | GA | 1/27/92 |
| Owensboro National Bank | Owensboro | KY | 1/22/92 |
| The Bank of Perry | Perry | GA | 1/16/92 |
| The Peoples Bank | Lithonia | GA | 1/16/92 |
| Peoples Bank | Dickson | TN | 12/30/91 |
| Taylor County Bank | Campbellsville | KY | 11/26/91 |
| Sumter Bank & Trust | Americus | GA | 11/14/91 |
| First National Bank | Hennessey | OK | 10/31/91 |
| Minnesota Valley Bank | Redwood Falls | M | 10/31/91 |
| Hardin County Savings Bank | Union | IA | 10/2/91 |
| First City Bank & Trust | Hopkinsville | KY | 9/30/91 |

List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

| Bank | City | State | Contract Date |
|--------------------------------|-----------------------|-------|---------------|
| Morgantown Bank & Trust | Morgantown | KY | 9/25/91 |
| Bank of Marshall County | Benton | KY | 9/25/91 |
| Bank Independent | Sheffield | AL | 9/24/91 |
| American Interstate Bank, NA | Paullina | IA | 8/20/91 |
| First Volunteer Bank | Union City | TN | 7/31/91 |
| First Bank Lexington | Lexington | TN | 6/21/91 |
| Union Planters Bank | Brownsville | TN | 5/20/91 |
| American Fidelity Bank | Alcoa | TN | 5/2/91 |
| Heritage Bank | Clarksville | TN | 3/8/91 |
| First American Bank, N.A | Willmar | M | 3/14/90 |
| Northwestern State Bank | Hallock | M | 11/28/88 |
| Minnwest Bank Montevideo | Montevideo | M | 4/8/88 |
| Security Bank Jasper-Poweshiek | Kellogg | IA | 12/18/87 |
| State Bank of Cairo | Cairo | NE | 9/1/87 |
| First National Bank & Trust | Pipestone | M | 8/7/84 |
| Colonial Bank & Trust Co. | Peru | IL | |
| First National Bank | White Sulphur Springs | MT | |
| Colonial Bank & Trust Co. | Princeton | IL | |
| Ambank Illinois | Casey | IL | |
| Iowa State Bank | Algona | IA | |
| Iowa Trust & Savings Bank | Emmetsburg | IA | |
| First American State Bank | Fort Dodge | IA | |
| Union State Bank | Winterset | IA | |
| Prinsburg State Bank | Prinsburg | M | |
| State Bank of Edgerton | Edgerton | M | |
| Farmers & Merchants Union Bank | Columbus | WI | |
| Security State Bank of Kenyon | Kenyon | M | |
| The State Bank | Spirit Lake | IA | |

Total Number of Banks: 1054

| PBI Licensed Software Installations: | | | | | |
|--|--|--|--|--|---|
| DESKTOP ONLY: | | | | | ACCOUNTING DEPT DESKTOPS: |
| Windows 95 | | | | | All that desktops have plus: |
| Lotus Notes 4.61 | | | | | Great Plains 4.0 |
| Novell Intranetware Client 2.20 | | | | | Intellisoll 3.15 |
| Cheyenne Antivirus 4.0 | | | | | FRX 5.0 |
| Microsoft Office 4.02 or Word 6.0, Excel 5.0, Powerpoint 4.0 | | | | | Forestar 3.15 |
| Rightfax 4.50 | | | | | Reflections |
| letscape Navigator 3.04, 3.0 or 4.05 | | | | | Suntrust |
| MOBILE LAPTOP ONLY: | | | | | AccPac |
| Windows 95 | | | | | CCH |
| Lotus Notes 4.61 | | | | | Travel Tracks |
| Cheyenne Antivirus 4.0 | | | | | MicroAch |
| Microsoft Office 4.02 or Word 6.0, Excel 5.0, Powerpoint 4.0 | | | | | Only Payroll personnel have these extras: |
| Unet Internet Account for Dial-Up | | | | | Payload |
| Goldmine 2.5 or 3.0 | | | | | RRW |
| Quiksync 1.07 | | | | | Reflections |
| letscape Navigator 4.05 ? | | | | | LIST MANAGEMENT/DIRECT MAIL: |
| Microsoft Fax (included in Win95 package) | | | | | |
| Acrobat Reader (shareware) | | | | | All that desktops have plus: |
| MOBILE LAPTOP/DESKTOP: | | | | | Marketplace 4.0 |
| | | | | | MarketMatch 4.0 |
| | | | | | Atlas Select |
| | | | | | Duns Direct Access |
| All that Mobile laptops have plus: | | | | | Crystal Reports 4.5 |
| Novell Intranetware Client 2.20 | | | | | Goldmine 2.5/3.0 |
| Rightfax 4.50 | | | | | PBIS III |
| NAME | | | | | Access 2.0 |
| SOFTWARE ENGINEERING: | | | | | |
| | | | | | IS: |
| All that desktops have plus: | | | | | All that desktops have plus: |
| Visual Works 2.52 | | | | | Office 97 |
| Crystal Reports 6.0 | | | | | Office 97 developers ed. |

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|------------------------------------|------------------------|
| Envy 3.01 | | | | | | | | Photoshop 4.0 | Danny, Julie |
| Gemstone 5.1 | | | | | | | | Acrobat 3.0 | Danny |
| Project 95 | | | | | | | | NetObject Fusion | Danny, Julie |
| Track Record | | | | | | | | Lotus Bean Machine | |
| Winport 6.0 | | | | | | | | Access 97 Developers | Marc, Kathy |
| C+ + 4.0 | | | | | | | | MARKETING: | |
| TECHNICAL SUPPORT: | | | | | | | | | |
| All that desktops have plus: | | | | | | | | Adobe Illustrator 7.0 | |
| TOM 5.0 | | | | | | | | Adobe Pagemaker 6.5 | |
| Mgrs have MTE 7.13 | | | | | | | | Adobe Photoshop 4.0 | |
| Track Record | | | | | | | | Various groups in Operations have: | |
| Winport 6.0 | | | | | | | | | |
| TechNet | | | | | | | | PBIS III | |
| | | | | | | | | Access 2.0 | |
| QUALITY ASSURANCE/PD: | | | | | | | | Goldmine 2.5/3.0 | |
| | | | | | | | | LEGAL: | |
| All that desktops have plus: | | | | | | | | | |
| Track Record | | | | | | | | All that desktops have plus: | |
| Crystal Reports 6.0 and 4.5 | | | | | | | | Lexis-Nexis | |
| Project 95 | | | | | | | | Winport 6.0 | |
| Winport 6.0 | | | | | | | | Authority | |
| PROCESSING/ECS: | | | | | | | | INSURANCE: | |
| | | | | | | | | All that desktops have plus: | |
| All that desktops have plus: | | | | | | | | Word 97/Excel 97 | Janet, Gina, Kim, Lori |
| Track Record may occur depending on position. | | | | | | | | DUNSlink | |
| Winport 6.0 | | | | | | | | | |
| PowerAccess | | | | | | | | | |

774 TRADEMARK
FRAME: 0301

SCHEDULE 4(d)

OTHER LICENSES

PBI is on notice of a company called The Herald Company that uses the trademark Business Direct Magazine on magazines featuring news, economics, real estate, securities, classifieds, and politics. The parties ultimately signed a settlement agreement recognizing each others rights in the respective trademarks which contains mutual covenants not to sue.

SCHEDULE 4(g)
CONSENTS AND AUTHORIZATIONS

None

193511 - 2

TRADEMARK
REEL: 1774 FRAME: 0303

SCHEDULE 4(i)

CLAIMS

PBI was placed on notice of a company called Groupware Development, Inc., which owned the trademark "Business Manager." However, they have claimed that they have abandoned their trademark.

PBI is on notice of a company called The Herald Company that uses the trademark Business Direct Magazine on magazines featuring news, economics, real estate, securities, classifieds, and politics. The parties ultimately signed a settlement agreement recognizing each others rights in the respective trademarks.

PBI was on notice of Bank of America's use of the trademark Business Connect for electronic banking services. Bank of America withdrew its objections to PBI's use of the Business Direct trademark since the services offered under that trademark are only offered to banks and not directly to consumers.

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

_____, _____
Fleet National Bank, as Administrative Agent
under the Credit Agreement
referred to below
One Federal Street
Boston, Massachusetts 02110

Attention: Corporate Banking Group

Intellectual Property Security Agreement,
dated as of August __, 1998,
made by Private Business, Inc.
and the other Grantors to
Fleet National Bank, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by Private Business, Inc. and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies on behalf of such Grantor that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL
PROPERTY GRANTOR]

By: _____

Name: _____

Title: _____

Address: _____
